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NOTICE AND CONSENT FOR TREATMENT

Counseling can be a rewarding experience to those who are seeking to start or continue their unique and personal journey. In order for it to be the most beneficial, it is important that we take a moment to discuss the parameters of my practice and the professional relationship we are about to develop. It is your responsibility to inform me if you have any questions or concerns regarding the information provided, or about my practice. I am open to discuss the information at any point during our work together.

1. QUALIFICATIONS AND SCOPE OF PRACTICE- I provide counseling to clients who may be experiencing anxiety, depression, and social issues as well as individuals experiencing times of trauma, transition, grief, etc. I also work with parents in providing parenting training and support, hoarding and over collecting. My treatment approach is eclectic and collaborative in nature and will be directed based upon on your needs as well as my clinical expertise. My methods are focused on assisting you in reaching your treatment goals in a supportive and effective manner. Sometimes I may provide alternatives ways of thinking or behaving for you to consider. It is always your decision as to whether to implement these suggestions. At times, different ways of looking at, thinking about, or handling situations can resolve the issues that brought you to therapy in the first place. There are times though, that changes you make can bring about changes that were not originally intended such as employment, school, or relationships. Typically change happens slowly in counseling and this may feel frustrating to you. At other times change may be easy and not take much time at all. There is no guarantee that counseling will yield positive or intended results. What may feel like positive changes for you may not always be the feeling of others you have relationships with. I mention this so you are aware of the risks that can come from decisions made in counseling. In spite of all of this, counseling can be a beneficial and helpful process in reaching your goals. I will check in with you about how our work is going for you and I encourage you to be as honest as you can. It is your responsibility to let me know how you are experiencing the counseling process or have if you have questions or concerns about your treatment. I look forward to beginning this process with you today.

As a part of the services I provide, I also meet with certain clients in their homes to provide mental health services related to hoarding and over-collecting. My goal is to help clients understand why they are over-collecting items in order to help them begin to address the behavior. In certain instances, I may also be able to identify individuals who clients can hire to assist with efforts to remove clutter from their homes.

2. DIAGNOSIS AND RECOMMENDED TREATMENT- As part of your initial evaluation phase (2-3 sessions), we will discuss your goals, and a proposed treatment

plan including my estimate of the length of therapy. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, anger, frustration, or loneliness. It is important to be as honest as possible about your experiences in therapy so we can work through them together. There are risks and benefits associated with counseling, alternatives to counseling, and with not pursuing any counseling. To the extent that you are interested in alternatives, you should discuss this with me.

TERMINATION: If, at any point during our work together, either of us feels that I am not an appropriate therapist for you, I may offer you names of other therapists who may be more appropriate to meet your needs. I do not work with clients whom, in my opinion, I cannot help, as it will not be effective use of your time. This could also be the case if you are not participating in your treatment, such as more than three missed appointments, or are not following through with the treatment plan. I will discuss with you the termination of treatment and pre-termination counseling. If appropriate/ necessary and you request and authorize it in writing, I will talk to the counselor you choose in order to help with the transition.

3.CONFIDENTIALITY- Under New Hampshire law, communications between you and I are privileged both during treatment and after termination and may not be disclosed without your specific authorization except under specific, limited circumstances. Among the exceptions to confidentiality are New Hampshire reporting laws, which require me to report to the appropriate authorities certain types of conduct. For example (1) when there is a reason to suspect that abuse or neglect has occurred to a minor child, an elderly or incapacitated adult; (2) when serious threat of violence to identified persons or property; (3) when serious suicidal intentions are disclosed and the client or guardian refuses voluntary treatment to ensure client safety.

As part of maintaining a valid license, I am required to regularly discuss cases with colleagues. My colleagues are legally bound to confidentiality as well. By signing this document you are acknowledging that you understand that I may discuss your case in consultation and/or supervision and do not object to my doing so. In consultation, no information will be shared that would disclose your identity to my colleagues.

My practice is such that I share services with other providers under the name Whole Life Health Care. Services include phone and website services, waiting room, and print materials. In spite of these combined services I am an independent practitioner separate from Whole Life Health Care Medical Practice and all other practitioners in the building. If you have any questions or concerns relating to Whole Life Health Care, your privacy, or the functioning of this facility, please let me know. If you currently see another provider in building and would like for me to coordinate care, please ask to sign a release.

HOW TO CONTACT ME I typically return calls Monday-Friday. It may take me up to 48 hours to return messages however typically it is less. If I am to be away from the office for an extended period of time, I will leave the contact information of a colleague to contact. This practitioner would not have access to records.

Any practitioner covering for me will maintain confidentiality, as required by our licensure. The exception being the clinician will share with me the services needed when coverage was accessed. I typically do not use or receive texts or any social media from clients. It is very important to be aware that computers and unencrypted e-mail, texts, and e- faxes communication can be accessed by unauthorized people and hence can compromise the confidentiality of such communication. Please understand that is why I use phone only as means of communication in spite of the fact other means may be more convenient.

5.EMERGENCIES If during your treatment, you are feeling you may hurt yourself or someone else- call 911. Calling me first may result in an unnecessary delay in obtaining needed treatment in a life-threatening situation. My practice does not have crisis services such as 24-hour availability, support staff, or a psychiatrist. If you believe that you may need crisis services during your treatment, it is important to discuss this with me at our first session. However, you may call me at (603) 401-0737 at any time you feel you are experiencing an urgent matter. Please make sure you leave a message if I do not answer and state in the message the nature of the emergency. If you have a blocked number please make sure to dial \*87. I will make every attempt to return your call. I will work within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. This may include contacting the person whose name you have provided to me as an emergency contact in the intake form.

6.LATE CANCEL/MISSED APPONTMENTS- Should you need to cancel or reschedule an appointment, 24 BUSINESS HOUR NOTICE IS REQUIRED or you will be billed \$75 to be paid at next appointment. Please note that Monday appointments must be canceled by the previous Friday by 5pm. You can leave a cancellation call on my voicemail after hours or on weekends and I will honor the time the message was left. If you have missed or canceled three appointments with less than the required notice, you may be discharged from my care.

7.BOUNDARIES/ CONFLICTS OF INTEREST- In the event that I become aware of a conflict of interest I may be required to refer you to another therapist. Regardless of the existence of a conflict of interest, you can be assured that any information will remain confidential. At times a dual relationship is unavoidable and we will discuss this to set parameters protecting the therapeutic relationship.

Sometimes I do see clients outside of the session by coincidence. It is my policy not to say "hello" or engage in conversation with clients when seen outside of session. The purpose of this policy is to protect your confidentiality in public situations.

Licensed psychotherapists are obligated to establish and maintain appropriate professional boundaries (relationships) with present or past clients (and, in some cases, client's family members). For example, therapists should not socialize or become friends with clients and should never become sexually involved with a client.

8.COST OF PROFESSIONAL SERVICES- The Initial Evaluation is \$150 for a 50-55 minute session. My fee for each additional session (50 minutes) is \$125. If I am an in-

network provider for your insurance or managed care plan, I have contracted with them to accept their fee schedule as the standard fee.

9. BILLING AND PAYMENT: Payment for services is due at every session. You may pay the fees by cash or check. If you are paying by personal check please make it out to Lisa Spurling, LCMHC. Please note that you are responsible for any fees incurred if your check is returned as well as a \$35 surcharge.

If you think you may have trouble paying your bills on time, please discuss this with me as soon as possible. If you have an unpaid balance of over \$150 or if your account has not been paid for more than 60 days (and you have not signed a payment plan), I may have to consider referring you to another therapist or terminating treatment. A balance of this magnitude can place significant stress on clients and can be a distraction for the client from the treatment itself. I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require disclosure of otherwise confidential information.

10. INSURANCE PAYMENT: It is important for you to contact your insurance company prior to your first appointment. You may have only a co-pay but you may have a deductible or no mental health coverage at all. When you communicate directly with your insurance company you will understand what the reimbursements are so you can make informed decisions about your care. You should also be aware that all insurance companies require a diagnosis of the client in order to reimburse for care provided. There are potential risks associated with any written diagnosis or with information relevant to the services you receive being submitted to your insurance company. I have no control over, or knowledge of, what insurance companies do with the information once they receive it. When a mental health invoice is submitted for reimbursement there is a certain amount of risk to confidentiality. This can potentially impact your future to obtain health, life insurance or a job. The risk stems from the fact that mental health information is considered part of your medical records and it may be entered into the National Database. If you do not want this information shared with your insurance company, we can discuss private payments.

If at any point you feel you need additional services beyond your benefits you have the choice to pay for the services. **It is important for you to obtain this information prior to the first session so we can develop an appropriate treatment plan. It is important that I am notified of any insurance changes prior to a session. If you receive a new insurance card in the mail, it is very important to inform me and bring it with you so that I can make a copy of the new card.**

11. CHARGES FOR ADDITIONAL SERVICES- Professional Services are charged at the rate of \$100 per hour. These services include: report writing, attendance at meetings with other professionals, non 'medically necessary' therapy (long term psychotherapy), counseling for maintaining progress previously made, treatment summaries or preparation of records, calls to other professionals, family members, And the writing of letters to other professionals at clients' request.

Telephone conversations including crisis, or other clinical service related calls lasting longer than 10 minutes might be billed at \$25 per 15 minutes. In general, if it requires less than 10 minutes of time, the services are not billed to you as a courtesy. If you are concerned that you may be billed for such a service, please ask at the time that you request or receive the service.

12. ANCILLARY SERVICES and LITIGATION LIMITATION Due to the nature of the therapeutic process and the fact that it often involves matters confidential nature, you agree that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor anyone else acting on your behalf will request me to testify in court or at any other proceeding. Additionally, psychotherapy records will not be requested unless otherwise agreed upon. If, in spite of the potential damage to the therapeutic process as well as possible disclosure of your personal matter, I am required to engage, rates are charged at a rate of \$250 per hour and you agree to compensate me when the request of time and day is made. Because courts do not follow a particular schedule, I may have to cancel a half-day of clients therefore, I allot a minimum of four-hour increments. Please note that my role is to provide psychotherapy services, not to assess fitness of custody, serve as an advocate on other issues or act as an expert witness.

13. REDUCED FEES If you are unable to afford the standard fee you may request a reduced fee by completing an Application for Reduced Fees. This may require proof of income and related financial information. Please note that any fee reduction is in effect only AFTER the Application has been submitted and approved. Reduced fees for customary professional services are at the therapist discretion.

14. ELECTRONIC COMMUNICATIONS Some insurance companies require that I send billing and other information electronically (e.g., by facsimile or e-mail). I also communicate with my billing agency in this manner but I cannot guarantee the confidentiality of such communications. If you do not consent to electronic communications, please inform me immediately, before beginning treatment, so that I can determine how to proceed. I do not accept or respond to electronic mail communications about treatment issues from either the insurance companies or clients themselves.

15. PROFESSIONAL RECORDS-I maintain a file on every client and you are entitled to a copy of the records except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way to you or someone else. In such a case, I will provide the records to a licensed mental health professional of your choice. Please be aware that it is customary that 30 days be given to receive records and there is a fee, which covers copying and administrative costs. If you wish to see a copy of your records, I recommend that you review them with me so that we can discuss the contents and I can answer any questions or concerns.

16. LICENSE, CODE OF ETHICS, and HIPPA- I am a Licensed Mental Health Counselor governed by the Code of Ethics of the New Hampshire Board of Mental Health Practice. My license and a copy of the Code of Ethics are on the website. I will

provide information regarding my training, qualifications and experience and upon request. The Board of Mental Health Practice regulations, including the Mental Health Bill of Rights, require all licensed mental health professionals to provide clients certain basic information regarding your rights. A copy of the Mental Health Bill of Rights is included with this form. Please review the bill of rights carefully and let me know if you have any questions. I also have included the HIPAA Notice of Privacy Practices for your review. I understand that the forms will remain available on my website, but that I may request a paper copy if I am unable to access it.

17. COURT ORDERED TREATMENT If you are seeing me due to a court order requiring you to seek treatment, it is my policy that we not proceed with treatment until I have received a copy of the court order and have had an opportunity to review it. Because you have been ordered by the court to obtain treatment, there are limits on confidentiality in addition to the ones described in the paragraph titled Confidentiality.

18. CONCERNS-If you have any complaints about the treatment you have received or about billing, I encourage you to contact me to resolve any questions or concerns, which may arise. Sometimes a clarification is all that is needed and at times other avenues such as mediation can be used as a means with resolve matters if warranted with the fees being divided. You may also contact the New Hampshire Board of Mental Health Practice, 49 Donovan Street, Concord, NH 03301, 603-271-6762.

**Lisa Spurling, LCMHC**  
**ACKNOWLEDGEMENT and ACCEPTANCE of NOTIFICATIONS**

Your signature below indicates that you have read this Agreement and agree to abide by its terms. You have the right to revoke this Agreement in writing at any time. Your revocation will be binding unless I have taken action in reliance to this Agreement; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have occurred. I understand that these policies will always be available to me on her website but that I may request a paper copy if I am unable to access them.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Receipt of HIPAA Notice of Privacy Practices**

I also acknowledge receipt of the HIPAA Notice of Privacy Practices for my review. I understand that the forms will remain available at [www.mywholelifehealthcare.com](http://www.mywholelifehealthcare.com) under Lisa's forms, but that I may request a paper copy if I am unable to access it.

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_